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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MORRIS COUNTY
DOCKET NO. MRS-L-834-15

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, et al., Plaintiffs, v. WARD KENVIL ENTERPRISES, INC.; VALLEY VIEW FARMS LLC; RAY PETROLEUM COMPANY; R.P.C., INC.; and SPARTAN OIL COMPANY, Defendants; and R.P.C., INC., et al. ✓ Third-Party Plaintiffs, v. THOMAS B. FOX, et al. Third-Party Defendants.	:	
	:	<u>Civil Action</u>
	:	COURT-APPROVED SETTLEMENT AGREEMENT

This matter, having been opened to the Court by plaintiffs New Jersey Department of Environmental Protection ("DEP"), the Commissioner of the DEP, and the Administrator of the New Jersey Spill Compensation Fund ("Administrator") (collectively, "Plaintiffs"), and defendants Ray Petroleum Company and R.P.C., Inc., and their insurer, Fireman's Fund Insurance Company, and in its capacity as such, each of its predecessors, parents, subsidiaries, and successors in interest, their shareholders, directors, officers and or affiliate companies, including but not limited to The American Insurance Company ("Fireman's Fund"), and defendant Spartan Oil Company, and its insurer, Great American Insurance Group, (collectively "Settling Defendants"); and those parties, being hereafter referred to collectively as the "Settling Parties," having amicably resolved their dispute before trial:

I. BACKGROUND

1. Plaintiffs initiated this action on March 30, 2015, by filing a complaint ("Complaint") against the Settling Defendants, among others, pursuant to the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 through -

23.24 ("Spill Act"), in the Superior Court of New Jersey, Law Division, Morris County, Docket No. MRS-L-834-15 ("Action").

2. Plaintiffs seek reimbursement of the cleanup and removal costs they have incurred, and will incur, to remediate discharges of hazardous substances that have occurred at the real property located at 634/638 Route 46 in the Kenvil Section of Roxbury Township, Morris County, New Jersey, also known as Block 2403, Lot 5, on the Tax Map of Roxbury Township ("Property"), as well as all other areas where any hazardous substances discharged there have come to be located ("Site").

3. The Settling Defendants filed Answers and Third Party Complaints and crossclaims in the Action, denying liability and asserting that certain third party defendants are liable for certain of the amounts claimed by Plaintiffs, with the third party defendants thereafter filing numerous crossclaims and counterclaims against defendants and each other.

4. The Settling Defendants maintain that they are not liable for any of the causes of action asserted against them in the Action.

5. By entering into this Court-Approved Settlement Agreement ("Agreement"), the Settling Defendants do not admit

any liability arising from the transactions or occurrences that Plaintiffs have alleged in the Complaint.

6. The Settling Parties now desire to settle all claims which were, or which could have been, asserted in the Action by and between them, without incurring further litigation costs and without admission of any Settling Party to any of the allegations or defenses set forth in the pleadings.

7. The Settling Parties recognize, and this Court by approving this Agreement finds, that the Settling Parties have negotiated this Agreement in good faith; that the implementation of this Agreement will allow the Settling Parties to avoid continued, prolonged and complicated litigation; and that this Agreement is fair, reasonable, and in the public interest. The Department has agreed to settle this matter with the Settling Defendants for a variety of reasons unique to this case, including, but not limited to, proof issues, the Settling Defendants' willingness and/or limited financial ability to pay the Department's cleanup and removal costs for which they are seeking reimbursement, and to avoid the risk and expense that would be necessitated by submitting the case to trial.

THEREFORE, with the consent of the parties to this Agreement, it is hereby **ORDERED** that the Agreement is approved as follows:

II. JURISDICTION

8. This Court has jurisdiction over the subject matter of this Action pursuant to the Spill Act and the common law. This Court also has personal jurisdiction over the Settling Parties, solely for the purposes of implementing this Agreement.

9. The Settling Parties waive all objections and defenses they may have to the jurisdiction of this Court, or to venue in this County. The Settling Parties shall not challenge the Court's jurisdiction to enforce this Agreement.

III. PARTIES BOUND

10. This Agreement applies to, and is binding upon, the Settling Parties.

IV. DEFINITIONS

11. Unless otherwise expressly provided, the terms used in this Agreement that are defined in the Spill Act, or in the regulations promulgated pursuant to the Spill Act, shall have their statutory or regulatory meaning. Whenever the terms

listed below are used in this Agreement, the following definitions shall apply:

"Court-Approved Settlement Agreement" and "Agreement" shall mean this Agreement.

"Day" shall mean a calendar day unless expressly stated to be a working day.

"Working day" shall mean a day other than a Saturday, Sunday, or State holiday. In computing time under this Agreement, where the last day would fall on a Saturday, Sunday, or State holiday, time shall run until the close of business of the next working day.

"Effective Date" shall mean the date this Agreement is entered by the Court.

"Future Cleanup and Removal Costs" shall mean all costs, including direct and indirect costs, that Plaintiffs incur after the Effective Date of this Agreement, to further investigate and remediate the Site.

"Interest" shall mean interest at the rate established by R. 4:42 of the then current edition of the New Jersey Court Rules.

"Insurers" shall mean the Fireman's Fund Insurance Company, as insurer for Settling Defendants, Ray Petroleum Company and R.P.C, Inc., and in its capacity as such, each of its predecessors, parents, subsidiaries, and successors in interest, their shareholders, directors, officers and or affiliate companies, including, but not limited to, the American Insurance Company, as well as Great American Insurance Company, as insurer for Settling Defendant Spartan Oil Company.

"Natural Resource Damages," shall mean all claims arising from discharges at the Site that occurred prior to the effective date of this Agreement, and that are recoverable by the Plaintiffs as natural resource damages for injuries to ground water under the Spill Act; the Water Pollution Control Act; the Oil Pollution Act, 33 U.S.C.A. " 2701 through -2761; the Clean Water Act, 33 U.S.C.A. " 1251 through -1387; the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C.A. " 9601 through -9675, or any other state or federal common law, statute, or regulation, and include:

- a. The costs of assessing injury to ground water and groundwater services, plaintiff DEP's Office of Natural Resource Restoration's oversight costs determined pursuant

to N.J.A.C. 7:26C-4.7, attorney's fees, consultants and experts' fees, other litigation costs, and interest, incurred prior to the effective date of this Agreement; and

b. Compensation for restoration of, the lost value of, injury to, or destruction of ground water and groundwater services.

Natural Resource Damages do not include:

a. Compliance with any statutory or regulatory requirement that is not within the definition of Natural Resource Damages; and

b. Requirements to clean up any contamination as a result of discharges at the Property.

"Property" shall mean the real property located at 634/638 Route 46 in the Kenvil Section of Roxbury Township, Morris County, New Jersey, also known as Block 2403, Lot 5, on the Tax Map of Roxbury Township.

"Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or an upper case letter.

"Settling Party or Parties" shall mean Plaintiffs and the Settling Defendants, and the Insurers.

"Past Cleanup and Removal Costs" shall mean all costs, including direct and indirect costs, Plaintiffs incurred on or before the Effective Date of this Agreement, to investigate and remediate the Site.

"Plaintiffs" shall mean the New Jersey Department of Environmental Protection, the Commissioner of the DEP, and the Administrator of the New Jersey Spill Compensation Fund, and any successor department, agency or official.

"Section" shall mean a portion of this Agreement identified by a Roman numeral.

"Settling Defendants" shall mean defendants Ray Petroleum Company and R.P.C., Inc. and defendant Spartan Oil Company. Settling Defendants shall also include those defendants' officers, directors, employees, predecessors, parents, successors, subsidiaries, partners, shareholders, assigns, trustees in bankruptcy, or receivers appointed pursuant to a proceeding in law or equity ("Related Entities"), but only to the extent that the alleged liability of any of the Related Entities for remediating the Site is based on their status and in their capacity as Related Entities, and not to the extent that the alleged liability of the Related Entities with respect

to the Site arose separately and apart from their status and capacity as Related Entities of any of the Settling Defendants. Settling Defendants shall also include the Insurers. .

"Site" shall mean the Property, as well as any and all other locations where any hazardous substance that was discharged at the Property has come to be located, which plaintiff DEP has designated as Site Remediation Program Interest No. 011452.

V. PARTIES' OBJECTIVES

12. The Settling Parties' objectives in entering into this Agreement are to protect public health and safety and the environment by the Settling Defendants agreeing to partially reimburse Plaintiffs for their Past Cleanup and Removal Costs, in return for the Plaintiffs agreeing to forever resolve all of their claims against the Settling Defendants concerning the Site as stated in the Complaint and this Agreement, including any Past Cleanup and Removal Costs and Future Cleanup and Removal Costs, Natural Resource Damages, and any claims paid or that may be paid in the future by the Administrator for the Site.

VI. SETTLING DEFENDANTS' COMMITMENTS

13. Settling Defendants agree to pay Plaintiffs the collective sum of \$100,000, with the individual amounts to be paid by the Settling Defendants as follows:

- a. Ray Petroleum Company and R.P.C., Inc. \$55,000
- b. Spartan Oil Company \$45,000

14. The amounts set forth in Paragraph 13 above are due and payable by the Settling Defendants within thirty (30) days of the Effective Date of this Agreement.

15. The Settling Defendants shall pay the amounts specified in Paragraph 13 above by certified or Attorney Trust Account check made payable to "Treasurer, State of New Jersey." The Settling Defendants shall remit payment simultaneously with a payment invoice (that will be provided to the Settling Defendants by the Department) to the Division of Revenue at the following address: NJ Department of Treasury, Division of Revenue, PO Box 417, Trenton, New Jersey 08646-0417. The Settling Defendants shall mail a photocopy of the certified check and the payment invoice to DEP at the following address: Assistant Director, Enforcement & Information Support Element, Site Remediation Program, New Jersey Department of Environmental

Protection, Mail Code 401-06A, P.O. Box 420, Trenton, New Jersey 08625-0420, with a copy addressed to: Section Chief, Environmental Enforcement & Cost Recovery Section, R.J. Hughes Justice Complex, 25 Market Street, P.O. Box 093, Trenton, New Jersey 08625.

VII. PLAINTIFFS' COVENANTS

16. In consideration of the payment the Settling Defendants are making pursuant to Paragraph 13 above, and except as otherwise provided in Paragraphs 19 and 20 below, the Plaintiffs covenant not to further sue or to take administrative action against the Settling Defendants for reimbursement of the Past Cleanup and Removal Costs and any Future Cleanup and Removal Costs that Plaintiffs have asserted, could have asserted in the past, or could assert in the future for the Site.

17. In further consideration of the payment the Settling Defendants are making pursuant to Paragraph 13 above, and except as otherwise provided in Paragraphs 19 and 20 below, and after payment is received pursuant to Paragraph 15 above, Plaintiffs agree to dismiss their claims, with prejudice, as to the Settling Defendants and to prepare and submit to the Court an

appropriate Order of Dismissal with prejudice of the Complaint to be filed by the Court.

18. In further consideration of the payment the Settling Defendants are making pursuant to Paragraph 13 above, and except as otherwise provided in Paragraphs 19 & 20 below, the Plaintiffs fully and forever release, covenant not to sue, and not to otherwise take legal or administrative action against the Settling Defendants for any and all of the Plaintiffs' causes of actions for Natural Resource Damages that were made or could have been asserted by Plaintiffs against Settling Defendants or could be made in the future for the Site.

19. The covenants contained in Paragraphs 16, 17 and 18 above shall take effect upon the Plaintiffs' receipt of payment by each respective Settling Defendant pursuant to Paragraph 13 above, in full, and in the prescribed time and manner. A default by one of the Settling Defendants does not affect the settlement between Plaintiffs and the non-defaulting Settling Defendant.

20. The covenants contained in Paragraphs 16, 17 and 18 above extend only to the Settling Defendants and not to any other person.

VIII. PLAINTIFFS' RESERVATIONS

21. Notwithstanding any other provision of this Agreement, the Plaintiffs retain all authority, and reserve all rights, to undertake any further remediation authorized by law concerning the Site.

22. The covenants contained in Paragraphs 16, 17 and 18 above do not pertain to any matters other than those expressly stated. The Plaintiffs reserve, and this Agreement is without prejudice to, all rights against the Settling Defendants concerning all other matters, including the following:

a. claims based on the Settling Defendants' failure to satisfy any term or provision of this Agreement;

b. civil liability arising from the Settling Defendants' past, present, or future discharge of any hazardous substance within the State of New Jersey, except for the Site;

c. criminal liability; or

d. liability for any new, distinct, separable or unrelated violation by the Settling Defendants of federal or state law that occurs at the Site after the date of the entry of this Agreement, unless the activity resulting in

the violation was previously approved by Plaintiffs or a court of law.

23. Plaintiffs note, and the Settling Defendants agree, that Plaintiffs did not assert a claim for Natural Resource Damages in the Complaint. Nevertheless, in a good faith effort to resolve any past, present or future liability the Settling Defendants may have with regard to the Site, Plaintiffs have, in Paragraph 18 above, agreed to provide the Settling Defendants with a covenant not to sue and release with regard to Natural Resource Damages. As discussed more fully in Paragraph 31 below, neither Plaintiffs' agreement to provide that covenant, nor anything else in this Agreement, may be used by anyone for any purpose unrelated to the Site and enforcement of this Agreement.

24. Plaintiffs further reserve, and this Agreement is without prejudice to, all rights against all parties, other than Settling Defendants, with respect to liability for costs, injunctive relief, and damages related to MTBE contamination, and this Agreement in no way limits any potential liability of any party for any and all costs, injunctive relief, and damages available to Plaintiffs that are currently being sought in the United States District Court for the District of New Jersey, in

the case captioned N.J.D.E.P., et al. v. Amerada Hess Corp., et al., C.A. Nos. 3:07-5284 and 3:15-cv-06468-FLW-LHG, and also pending in the United States District Court for the Southern District of New York, captioned as In Re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation, MDL No. 1358. Plaintiffs acknowledge that neither of the Settling Defendants are defendants in that litigation.

IX. SETTLING DEFENDANTS' COVENANTS

25. The Settling Defendants covenant not to oppose entry of this Agreement by this Court, or to challenge any provision of this Agreement, unless the Plaintiffs notify the Settling Defendants, in writing, that they no longer support entry of the Agreement.

26. The Settling Defendants further covenant, subject to Paragraph 42 below, not to sue or assert any claim or cause of action against the State, including any department, agency or instrumentality of the State, concerning the Site. This covenant shall preclude the Settling Defendants from making any claims against Plaintiffs for any of the following:

a. any direct or indirect claim for reimbursement from the New Jersey Spill Compensation Fund concerning the Site; and

b. any claim or cause of action concerning the remediation of the Site, including plaintiff DEP's selection, performance or oversight of the remediation, or plaintiff DEP's approval of the plans for the remediation.

27. The Settling Defendants' covenant not to sue or to assert any claim or cause of action against the State pursuant to Paragraph 26 above do not apply where the Plaintiffs sue or take administrative action against the Settling Defendants pursuant to Paragraph 22 above.

X. SETTLING DEFENDANTS' RESERVATIONS

28. The Settling Defendants reserve, and this Agreement is without prejudice to, claims against the State of New Jersey, subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 through -12-3; the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 through 13-10; the New Jersey Constitution, N.J. Const. art. VIII, §2, ¶2; or any other applicable provision of law, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act

or omission of any State employee while acting within the scope of his office or employment under circumstances where the State, if a private person, would be liable to the claimant. Any such claim, however, shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a State employee as that term is defined in N.J.S.A. 59:1-3; nor shall any such claim concern the Site, including plaintiff DEP's selection and performance of the remediation. The foregoing applies only to claims that the Settling Defendants may bring pursuant to any statute other than the Spill Act, and for which the waiver of sovereign immunity is found in a statute other than the Spill Act.

29. Nothing in this Agreement shall be deemed to constitute preauthorization of a claim against the New Jersey Spill Compensation Fund within the meaning of N.J.S.A. 58:10-23.11k. or N.J.A.C. 7:1J.

XI. NO FINDINGS OR ADMISSIONS OF LIABILITY

30. Nothing contained in this Agreement shall be considered an admission by the Settling Defendants, or a finding by the Plaintiffs or this Court, of any wrongdoing,

responsibility or liability on the Settling Defendants' part for any violation of law, tariff, industry standard, regulation, or contract, or any other liability for any act on the Settling Defendants' part that the Plaintiffs have actual knowledge of having occurred at the Site as of the Effective Date of this Agreement. This Settlement Agreement is not intended to be, and shall not be construed or interpreted to be, an admission of liability of responsibility by any of the Settling Defendants. The Settling Defendants expressly deny and any all liability or responsibility in connection with the Property and/or Site.

31. Neither this Agreement, nor the fact that it has been signed, may be used by anyone for any purpose unrelated to the Site and the resolution of Plaintiffs' claims against the Settling Defendants, other than for enforcement of this Agreement or its protections, or for the interpretation of this Agreement. The Settling Parties hereby acknowledge that their decision to enter into this Agreement represents a business decision based upon, among other things, a desire to avoid the risk, time and expense of litigation. As such, this Agreement does not constitute an admission of liability on the part of any Settling Defendant. Neither this Agreement, nor any part of it,

may be used in any way by or against any Settling Party in any legal proceeding, except in an action to enforce this Agreement.

XII. EFFECT OF SETTLEMENT & CONTRIBUTION PROTECTION

32. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Agreement may have under applicable law.

33. The Settling Defendants expressly reserve all rights, including any right to contribution, defenses, claims, demands, and causes of action that the Settling Defendants may have concerning any matter, transaction, or occurrence concerning the Site against any person not a Party to this Agreement.

34. When entered, this Agreement will constitute a judicially approved settlement within the meaning of N.J.S.A. 58:10-23.11f.a.(2)(b) and 42 U.S.C.A. §9613(f)(2) for the purpose of providing protection to the Settling Defendants from contribution actions. The Settling Parties agree, and by entering this Agreement this Court finds, the Settling Defendants are entitled, upon fully satisfying their obligations under this Agreement, to protection from contribution actions or

claims for matters addressed in this Agreement, whether already filed or to be filed in the future.

35. In order for the Settling Defendants to obtain protection under N.J.S.A. 58:10-23.11.f.a.(2)(b) from contribution claims concerning the matters addressed in this Agreement, the Plaintiffs published notice of this Agreement in the New Jersey Register and on plaintiff DEP's website on _____, 201_, in accordance with N.J.S.A. 58:10-23.11e.2. Such notice included the following information:

- a. the caption of this case;
- b. the name and location of the Property;
- c. the name of the Settling Defendants;
- d. a summary of the terms of this Agreement; and
- e. that there are 60 days to comment on the proposed Agreement.

36. The Plaintiffs, in accordance with N.J.S.A. 58:10-23.11e2, arranged for written notice of the Agreement to all other potentially responsible parties of whom the Plaintiffs had notice as of the date the Plaintiffs published notice of the proposed settlement in this matter in the New Jersey Register in accordance with Paragraph 35 above.

37. The Plaintiffs will submit this Agreement to the Court for entry pursuant to Paragraph 43 below unless, as a result of the notice of this Agreement pursuant to Paragraph 35 above, the Plaintiffs receive information that disclose facts or considerations that indicate to them, in their sole discretion, that the Agreement is inappropriate, improper or inadequate.

38. In any subsequent administrative or judicial proceeding initiated by the Plaintiffs pursuant to Paragraph 22 above for injunctive relief, recovery of costs and/or damages, or other appropriate relief concerning the Site, the Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, the entire controversy doctrine or other defenses based upon any contention that the claims the Plaintiffs raise in the subsequent proceeding were or should have been brought in this case; provided, however, that nothing in this Paragraph shall affect the enforceability of this Agreement.

XIII. GENERAL PROVISIONS

39. The Plaintiffs enter into this Agreement pursuant to the police powers of the State of New Jersey for the enforcement

of the laws of the State and the protection of the public health and safety and the environment. Any obligations imposed upon the Settling Defendants by this Agreement are continuing regulatory obligations pursuant to these police powers.

XIV. EFFECTIVE DATE

40. The Effective Date of this Agreement shall be the date upon which this Agreement is entered by the Court.

XV. RETENTION OF JURISDICTION

41. This Court retains jurisdiction over both the subject matter of this Agreement and the Settling Parties for the duration of the performance of the terms and provisions of this Agreement for the purpose of enabling any of the Settling Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Agreement, or to effectuate or enforce compliance with its terms.

XVI. MODIFICATION

42. This Agreement may not be amended, modified, or supplemented at any time whatsoever, unless such amendment, modification or supplementation is reduced to writing and executed by the Settling Parties.

43. Nothing in this Agreement shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Agreement.

XVII. ENTRY OF THIS AGREEMENT

44. Upon conclusion of the public comment period specified in Paragraph 35 above, the Plaintiffs shall promptly submit this Agreement to the Court for entry.

45. If for any reason the Court should decline to approve this Agreement in the form presented, this Agreement is voidable at the sole discretion of any Settling Party and the terms of the Agreement may not be used as evidence in any litigation between the Settling Parties.

XVIII. SIGNATORIES/SERVICE

46. Each undersigned representative of a Party to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement, and to execute and legally bind such party to this Agreement.

47. Each Settling Party represents that all corporate and governmental action necessary to be taken to authorize the execution and performance of this Agreement according to its

terms has been duly taken, and this Agreement is a valid, lawful and binding Agreement of each Settling Party, in all regards.

48. This Agreement may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same Agreement.

49. This Agreement shall be governed and construed by the laws of the State of New Jersey.

50. The section headings of this Agreement are for the convenience of reference only and shall not be deemed to define, limit, or describe the scope and intent of the Agreement, or any section or subsection thereof, or to alter or affect the interpretation of any provision thereof.

51. In the event any one or more provisions of this Agreement shall be declared to be illegal or unenforceable, such illegality or unenforceability shall not affect the validity or the enforceability of any other provision of this Agreement. The illegal or invalid provision(s) shall be construed as limited to the minimum extent possible to cure said illegality or invalidity.

52. Except as otherwise provided herein, all notices, requests, demands and other communications shall be in writing

and shall be deemed to have been duly given if delivered, emailed or faxed, or if mailed by United States Mail to counsel for the Settling Parties. The Settling Defendants agree to accept service in this manner, and to waive the formal service requirements set forth in R. 4:4-4, including service of a summons.

53. Settling Defendants shall identify on the attached signature pages, the name, business address and telephone number of an agent who is authorized to accept service of process by mail or otherwise on their behalf with respect to all matters arising under or relating to this Agreement.

54. This Agreement is the product of informed and arm's length negotiations between the Settling Parties. The Settling Parties acknowledge that they have had the opportunity to consult with independent counsel of their own choosing, each has relied upon such counsel's advice concerning the Agreement, and each has executed this Agreement upon the advice and recommendation of independent counsel.

55. This Agreement cannot be construed against the drafter as all Settling Parties have had an equal opportunity to participate in the drafting of this Agreement.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Kevin F. Kratina, Assistant Director,
Enforcement and Information Support
Element, Site Remediation and Waste
Management Program

Dated:

By: _____
Rich Boornazian, Assistant
Commissioner, Natural & Historic
Resources

Dated:

NEW JERSEY SPILL COMPENSATION FUND

By: _____
Anthony Farro, Administrator
New Jersey Spill Fund

Dated:

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____
Mark S. Heinzelmenn
Deputy Attorney General

Dated:

RAY PETROLEUM COMPANY AND R.P.C., INC.

By: _____

Dated:

Name: _____

Address: _____

Telephone No.: _____

Email:

FIREMAN'S FUND INSURANCE COMPANY

Dated:

By: _____

Name: _____

Address: _____

Telephone No.: _____

Email:

SPARTAN OIL COMPANY

Dated:

By: _____

Name: _____

Address: _____

Telephone No.: _____

Email:

GREAT AMERICAN INSURANCE GROUP

By: _____

Dated: _____

Name: _____

Address: _____

Telephone No.: _____

Email: _____